

ORDER

US. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

1370.63

9/10/85

SUBJ: MAINTENANCE SUPPORT FOR THE DATA GENERAL MANAGEMENT INFORMATION
COMPUTER SYSTEMS

1. PURPOSE. This order prescribes guidelines for acquiring maintenance support for equipment procured under Contract DTFA01-82-C-30033 in support of the management information computer systems.
2. DISTRIBUTION. This order is distributed to all agency ADP managers, and to the division level in the regional Management Systems, Resource Management, and Financial and Information Resources Divisions and to the Management Systems Divisions at the Aeronautical Center and the FAA Technical Center. Distribution is also to the director level in the Office of Management Systems with copies provided to branch level within the Data Systems Management Division,
3. BACKGROUND.
 - a. On April 5, 1982, the agency awarded a contract to Small Business Systems, Inc. (SBS), hereafter referenced as the prime contractor for administrative computer systems. The equipment furnished in support of these systems is manufactured or distributed by Data General Corporation, hereafter referenced as the subcontractor. The contract provided for provisions to order equipment and software and to maintain installed equipment during the principal period of maintenance (PPM) (i.e., defined as the consecutive nine (9) hour period 8:00 a.m. to 5:00 p.m. , Monday through Friday, legal holidays excluded).
 - b. On January 31, 1985, the maintenance provisions were expanded to incorporate support availability beyond the PPM with approval by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR).
 - c. On June 18, 1985, the extended-period maintenance provisions were further modified to permit direct access by each site through its representative formally designated by the COTR. Thus) remoted the CO and COTR from the approval cycle.
4. RESPONSIBILITIES.
 - a. The site *representative, as designated by the CO to the prime contractor, shall have the authority to request maintenance support and is responsible for:
 - (1) Becoming knowledgeable of maintenance support terms and conditions as contained in Appendix 1, Excerpt from Contract DTFA01-82-C-30033.

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(2) Inspecting and determining the need for maintenance services.

(3) Establishing the positive cost-effectiveness of the action by assessing impact of having required performance during the PPM versus cost of conducting it outside the PPM.

(4) Calling the prime contractor's hot line number to request services.

(5) Assuring that the field engineer provided to perform service does not linger into extended PPM support; remedial maintenance which may carryover to after hours shall be assessed to determine if it could be completed during the next business day (within PPM).

(6) Maintaining records of requests for service and remedial actions taken for support provided during PPM.

(7) Providing the detailed reports in accordance with guidelines contained in Appendix 2, Guidelines for Preparing Record of Support Calls, of services provided outside the PPM.

(8) Advising COTR of any name changes for site representatives.

b. The Contracting Officer's Technical Representative (COTR), for contract DTFA01-82-C-30033, shall have the authority in reference to maintenance support described in this order and is:

(1) Responsible for arranging annual funding of the maintenance.

(2) Responsible for arranging for continued maintenance support under the provisions of the basic contract each fiscal year.

(3) Responsible for providing follow-up information regarding calls for service outside the PPM to the CO and prime contractor.

(4) Authorized to approve payments for maintenance, as billed for under standard monthly terms or as billed per call for services outside the PPM.



Leonard B. Bell
Acting Director of Management Systems

APPENDIX 1. EXCERPT FROM CONTRACT DTFA01-82-C-30033
This Appendix Contains Excerpts From The Maintenance Support
Provisions As Referenced in Paragraph 4a(1)

G.4. MAINTENANCE

G.4.3.

It is proposed that Small Business Systems, Inc., provide the Government with hardware maintenance which will be subject to the existing terms and conditions of the Data General GSA Schedule GS-000-02616. Data General Corporation (DGC) will provide maintenance, spare parts and technical support for all hardware supplied by Data General as subcontractors to the prime. These terms and conditions are stated below. Additional terms dealing with down time credits and machine replacement are also provided. In exchange for these terms and conditions, the Government agrees to forego those maintenance terms and conditions contained in the RFP in lieu of the GSA terms and conditions cited below.

The Government acknowledges that major component replacement will satisfy the machine replacement requirement stated in the RFP.

TERMS AND CONDITIONS APPLICABLE TO
MAINTENANCE OF GOVERNMENT-OWNED EQUIPMENT

SPECIAL ITEM 132-11

1. GENERAL

a. Scope

(1) The maintenance prices listed in the price list include cost of labor, parts, factory overhaul, rehabilitation, transportation, and substitute equipment as necessary for 90 percent effective performance within the contiguous forty-eight (48) United States and the District of Columbia. In those instances where it is necessary for DGC to return the equipment to its factory or service depot, it shall be responsible for the equipment from the time it leaves the Government site until it is returned to the Government in good operating condition.

(2) If the equipment is not under DGC's guarantee or maintenance contract or within 100 miles measured with a straight line from the nearest DGC service center, immediately prior to the effective date of the maintenance order, the equipment shall be subject to inspection by DGC at the charges specified in Special Item 132-15. If the equipment is not in good operating condition, labor and parts required to place the equipment in good operating condition shall be provided by DGC in accordance with Special Items 132-15 and 132-16, if requested.

b. Orders) Confirmations, and Maintenance Coverage .

(1) DGC shall honor orders for maintenance service for periods of one (1) year or less for equipment shown in the price list. On-call maintenance service is not available during the hours 5:00 p.m. to 8:00 a.m. or on Saturdays, Sundays, or holidays unless otherwise agreed to in writing by DGC.

(2) The effective date of maintenance service, the maintenance coverage selected in accordance with Paragraph 4 of this special item, the type, model number(s) and serial number(s) of the equipment and applicable charges shall be specified in the order.

(3) The effective date of maintenance service shall not be prior to the expiration of the maintenance and parts guarantee period prescribed in Special Item 132-6.

(4) A written order shall be the only basis for maintenance in accordance with the terms of this contract. DGC shall confirm orders within thirty (30) calendar days from the date of receipt, except that confirmation or orders shall be considered automatic for renewals for maintenance (Special Item 132-11).

(5) If the order is not confirmed by DGC as prescribed in Paragraph 1b(4), the order shall be considered to be confirmed by DGC.

(6) All maintenance orders automatically terminate on September 30 of the contract period. The Government shall give DGC thirty (30) calendar days prior written notice if maintenance is to be terminated at the end of the contract period or a shorter notice when agreed to by DGC. Renewal of a maintenance order under the successor contract will be required if maintenance is to be continued during the subsequent contract period.

c. Discontinuance Notice

(1) The Government shall give DGC thirty (30) calendar days prior written notice of discontinuance of maintenance service or a shorter notice when agreed to in writing by DGC.

When orders are accepted which include commitments as to prices, options, etc., to endure beyond the period specified on the face of this contract, DGC agrees to either amend the contract accordingly or to provide the Contracting Officer with a copy of the order, within ten (10) days of acceptance by DGC.

2. RESPONSIBILITIES OF THE GOVERNMENT.

a. The Government shall provide adequate storage space for spare parts and adequate working space, including heat, light, ventilation, electric current, and outlets for the use of DGC maintenance personnel. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to DGC.

b. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract unless agreed to by DGC. However, the Government shall perform simple daily or weekly maintenance on equipment as defined by DGC.

c. Subject to security requirements, the Government shall provide DGC free access to the equipment to perform maintenance service. If access cannot be provided due to security requirements, DGC shall have a reasonable period of time to provide personnel who can be granted access.

d. The Government shall provide DGC access to and use of any machine, attachments, features, or other equipment, which, in the opinion of the DGC personnel, are necessary to enable the performance of services described in this contract at no charge to DGC.

e. The Government shall be responsible for the procurement, installation, and maintenance of all non-DGC communications media including but not limited to telephone and telegraph equipment for the remote transmission of data. Charges for such media in connection with the performance of the services described in this contract shall be borne by the Government.

f. The Government shall compensate DGC at the rates set forth in Special Item 132-15, if it is determined that a response to a service request for remedial maintenance was caused by a problem not in a portion of the system being maintained by DGC under Special Item 132-11.

3. RESPONSIBILITIES OF DGC.

a. DGC shall provide maintenance (labor and parts) at the prices shown in the price list and keep the equipment in good operating condition in accordance with Paragraph 1a(1).

b. Preventive Maintenance

Preventive (scheduled) maintenance shall be performed during the Principal Period of Maintenance Monday through Friday. DGC shall specify in writing the frequency and duration of the preventive maintenance required for the equipment listed on the order. The performance of the preventive maintenance shall be scheduled on a mutually agreeable basis. As much as possible, preventive maintenance shall be performed so as not to unreasonably interfere with the Government's operation. The frequency, duration, and quality of preventive maintenance shall be equal to that provided by DGC for similar equipment under DGC's standard commercial maintenance contracts.

co Remedial maintenance shall be performed during the Principal Period of Maintenance after notification that the equipment is inoperative except as otherwise provided herein. DGC shall provide the Government with a designated point(s) of contact and make arrangements to enable its maintenance representatives to receive such notification. DGC neither guarantees nor implies availability or service outside the Principal Period of Maintenance, but will use its best efforts to supply such service. All services requested by the Government to be performed outside the Principal Period of Maintenance shall be at the service charges in accordance with Special Item 132-15.

d. DGC maintenance personnel shall normally arrive at the Government's installation site which is within fifty (50) miles of the contact point within three (3) hours after notification by the Government that service is required. Over fifty (50) miles, DGC shall dispatch maintenance personnel not later than twenty-four hours after notification. Excluded from the twenty-four hour period are Saturdays, Sundays, and holidays unless it has been agreed that DGC's charges for service outside the Principal Period of Maintenance will be paid by the Government.

e. DGC shall furnish a malfunction incident report to the installation upon completion of each maintenance call. The report shall include as a minimum, the following:

- (1) Date and time notified
- (2) Date and time of arrival
- (3) Type, model number(s) , and serial number(s) of machine(s)
- (4) Time spent for repair and travel
- (5) -Description of malfunction
- (6) List of parts replaced
- (7) Additional charges, if applicable.

f. Only new standard parts of equal quality shall be used in effecting repairs. Parts which have been replaced shall become the property of DGC.

g. Maintenance service shall include the items of equipment necessary to the maintenance of the machine being serviced, but shall not include the furnishing of supplies, media, or paint, or refinishing of the equipment or furnishing materials thereof.

h. The DGC sponsored modifications made to similar equipment maintained by DGC under its standard commercial maintenance contract shall be made to the equipment listed on the order without charge to the Government.

i. There shall be no additional maintenance charges for:

(1) Preventive maintenance performed during the Principal Period of Maintenance.

(2) Remedial maintenance which was begun during the Principal Period of Maintenance and continues for one (1) hour following the Principal Period of Maintenance, or when DGC was notified during the Principal Period of Maintenance of the need for remedial maintenance, provided, however, that such remedial maintenance shall be furnished at no additional charge for a period not to exceed one (1) hour following the Principal Period of Maintenance. Maintenance requested and authorized by the Government outside the Principal Period of Maintenance will be subject to hourly service charges in accordance with Special Item 132-14 except as provided above.

(3) Remedial maintenance required within a forty-eight (48) hour period due to a recurrence of the same malfunction.

(4) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced.

(5) Remedial maintenance required when the scheduled preventive maintenance preceding the malfunction had not been performed unless DGC has not been given access to the equipment.

j. DGC offers only "on-call" maintenance.

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APPENDIX 2. GUIDELINES FOR PREPARING RECORD OF SUPPORT CALL

This Appendix contains guidelines for documenting a support call as prescribed in paragraph 4a(7).

1. Assess impact of having required performance during the Principal Period of Maintenance (PPM) versus cost of conducting it outside the PPM.
2. If the repair service cannot wait until the next workday, contact the prime contractor's telephone hotline, and provide details regarding the problem experienced and hardware involved.
3. Log the following information regarding each call placed.
 - a. Date and time notified.
 - b. Date and time of arrival.
 - c. Type, model number(s), and serial number(s) of machine(s).
 - d. Time spent for repair.
 - e. Time spent for travel.
 - f. Description of malfunction.
 - g. List of parts replaced.
 - h. Additional charges, if applicable.

